

**INVITATION FOR BIDS  
IFB**

Issue Date: March 14, 2008 IFB #: 724-08004

Title: LINEN RENTAL/LAUNDRY SERVICES

Commodity Code: 95405

Issuing Agency: Commonwealth of Virginia  
Catawba Hospital  
P. O. Box 200  
5525 Catawba Hospital Drive  
Catawba, Virginia 24070-0200

Using Agency and/or Location  
Where Work Will Be Performed: Commonwealth of Virginia  
Catawba Hospital  
5525 Catawba Hospital Drive  
Catawba, Virginia 24070-0200

Period of Contract: From **APRIL 1, 2008** Through **MARCH 31, 2009** \*(Renewable).

Sealed Bids Will Be Received Until 2:00 p.m., March 28, 2008 For Furnishing Services Described Herein and Then Opened In Public. All Inquiries For Information Should Be Directed To The: **Office of Purchasing & Contracting**. Phone: 540-375-4360. **IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: CATAWBA HOSPITAL, OFFICE OF PURCHASING & CONTRACTING, BUILDING 16, 5525 CATAWBA HOSPITAL DRIVE, CATAWBA, VIRGINIA 24070-0200**

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this IFB on or before 3:00 p.m., Monday, March 24, 2008. Please submit your comments and questions to Robyn J. Wright by email: <a href="mailto:robyn.j.wright@catawba.dmhmsas.virginia.gov">robyn.j.wright@catawba.dmhmsas.virginia.gov</a> No other questions will be responded to after Monday, March 24, 2008 deadline.
Copies of RFP and Answers to submitted Questions	May be obtained at <a href="http://www.dmhmsas.virginia.gov">www.dmhmsas.virginia.gov</a> (Administrative Services; Procurement)

In Compliance With This Invitation For Bids And To all The Conditions Imposed Therein, The Undersigned Offers and Agrees To Furnish Services At The Price(s) Indicated In Section IV, Pricing Schedule.

<b>Name and Address of Firm:</b>		<b>Date:</b>	
		<b>By:</b>	
			<b>Printed Name</b>
		<b>Signature in Ink:</b>	
<b>Zip Code:</b>		<b>Title:</b>	
<b>FEI/FIN No:</b>		<b>Telephone No.:</b>	
<b>Are You A Registered eVA Procurement Vendor?</b> <input type="checkbox"/> Yes, Date Completed: <input type="checkbox"/> No			
<b>Are You A Certified Small, Woman, or Minority Vendor?</b> <input type="checkbox"/> Yes, Certification No.: <input type="checkbox"/> No			

'Contractor is REQUIRED to provide a Federal Employer Identification Number, a Federal Identification Number or, in the absence of these numbers, his Social Security Number. This information is being collected for IRS reporting. **Note: this public body does not discriminate against faith based organizations in accordance with Code of Virginia § 2.2-4343.1 or against a Bidder because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.**

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## **I. PURPOSE:**

The intent of this solicitation is to establish a contractual price agreement to furnish linen rental/laundry services, to include personnel to distribute, to Catawba Hospital hereafter referred to as the "Agency", P. O. Box 200, Catawba, Virginia, 24070, an Agency of the Commonwealth of Virginia. The period of the contract shall be for one (1) year with the option to renew for four (4) additional one (1) year periods.

The Contractor shall provide all linens, clothing and mops. Linen shall be defined as, but not limited to, sheets, contoured sheets, pillowcases, bedspreads, blankets, reusable bed-pads, bath towels, washcloths, and laundry bags. Clothing shall be defined as patient gowns and isolation gowns. Other articles shall include dust mops, wet mops and microfiber mops. Patient clothing is not a part of this solicitation. With the exception of all mops, Flatwork shall be defined as all pieces listed as linen and clothing.

## **II. BACKGROUND:**

Catawba Hospital, located in Catawba, Virginia, is a Commonwealth of Virginia Psychiatric Hospital for short-term and geriatric patients. The Agency is located approximately 10 miles on Route 311 from the Salem Exit 141 off I-81.

One Hundred Ten (110) beds are currently utilized. At the present time, 3<sup>rd</sup> floor and 7<sup>th</sup> floor are currently unoccupied. The Agency reserves the right to utilize those beds as the need arises.

The hospital processed 390,752 lbs. of linen, clothing and mops during the 12-month period starting January 1, 2007 and ending December 31, 2007. See Attachment A for monthly breakdown and Attachment B for weekly inventory usage.

## **III. SCOPE OF WORK:**

The Contractor shall furnish all flatwork and mops (mats when required) labor (delivery to using units and pickup of soiled linens), equipment (including linen carts and cloth laundry bags) and supervision necessary for the completion of all services specified in this solicitation. Six carts shall be sufficient with five (5) being left for weekend use. Linen carts shall be able to use existing scales located at the Agency in order to determine weights of clean and soiled linen. Cart casters shall be non-marking type. Carts shall have the capacity to be lined with an industry standard liner.

Pick-up of soiled linen and carts shall be made immediately following delivery of clean linens and carts, on a one-to-one exchange basis. Linen carts having contained soiled linen shall be cleaned by the Contractor with a germicidal agent and lined with appropriate liner prior to the return to the Agency.

**Isolation linen** will be double bagged in yellow plastic bags and held in linen carts in the soiled linen room, Room #001, basement floor, Building 17, Carroll Building. Mops used in isolation rooms will be bagged in yellow bags.

Delivery shall occur no less than three (3) days per week (Monday, Wednesday, Friday); however, as need increases, Agency shall have the option to increase delivery-day requirements. Holidays shall be treated as regularly scheduled delivery days, with the exception of **Thanksgiving Day** and **Christmas Day**. The Contractor shall provide services on all other state and federal holidays that fall on a normally scheduled weekday delivery.

**IV. LINEN SPECIFICATIONS:**

Listed below are the minimal linen specifications acceptable to Catawba Hospital:

<u>DESCRIPTION</u>	<u>SPECIFICATIONS</u>
Sheet, Twin Flat	66x115, 55% Cotton/45% Polyester, T-180 Percale
Queen Flat Sheet, Bone	90x115, 50% Cotton/50% Polyester, T-180 Percale
Fitted Sheet, Twin	24oz Texturized Knitted Fabric, 36x81x13, 55% Cotton/45% Polyester
Queen Fitted Sheet, Bone	60x80x11, 50% Cotton/50% Polyester, T-180 Percale
Pillow Case, White	42x34, 55% Cotton/45% Polyester, T-180 Percale
Pillow Case, Bone	42x34, 55% Cotton/45% Polyester, T-180 Percale
Spread Blanket	74x96, 55% Cotton/45% Polyester, 3.2 oz.
Bath Towel	22x44, 61/4 lb, Double Duty Centium Construction
Wash Cloth	12x12, 3/4 lb.
NH Pad	34x36, Integrity Incontinent Pad W/10 oz soaker
Tie, Gown Patient	55% Cotton/45% Polyester, 4.5 oz Fabric, 55"length, 66" sweep
SM Wet Mop	16 oz, 6-Ply 100% Synthetic Yarn
LG Wet Mop	24 oz, 6-Ply 100% Synthetic Yarn
Microfiber Mop 18"	Microfiber 100% Synthetic Yarn including pail
Micromax Mop Handle	Handle
Micromax Mop Frame	Frame
18" Dust Mop	18" Length, 100% Cotton, Infinity Twist Design
36" Dust Mop	36" Length, 100% Cotton, Infinity Twist Design
Cloth Laundry Bag	25" 50% Cotton/50% Polyester Ropeless Hamper Bag
4x6 Mat	4x6 Rubber Back Walk Off Mat

**V. CONTRACTOR REQUIREMENTS:**

**1. Pick-Ups and Deliveries:** The Contractor shall be responsible for deliveries as follows:

- 1.1 The Contractor shall be responsible for the movement of delivered clean linen from the delivery vehicle to the designated clean linen room on each floor. Currently, these locations are 2E, 2W, 4E, 4W, 5E, 5W, 6E, and 6W, Building 15. The Contractor shall be responsible for stacking clean linen into linen closets based on established par level per floor. (See Attachment C & D). Par level may require periodic adjustments.

- 1.2 During the regularly scheduled delivery of clean linens, the Contractor shall collect bagged soiled linens from the soiled linen room on each floor. Currently, these locations are 2E, 2W, 4E, 4W, 5E, 5W, 6E, and 6W, Building 15. Soiled linen will be placed by the Agency in laundry bags. The Contractor shall load into soiled linen cart and transport back to delivery vehicle. The Contractor shall be responsible for the pickup of soiled linen in Room 001, Basement Floor, Carroll Building.
  - 1.3 The Contractor shall provide adequate manpower to assure timely and effective distribution of clean linens into linen rooms at the predetermined par level each Monday, Wednesday, and Friday. Agency and Contractor shall mutually agree to a delivery and distribution schedule that shall fall within the 7:00 a.m. to 10:30 a.m. time frame.
  - 1.4 During construction, avenues of delivery and pickup may need to be altered.
2. **PROCESSING:** The Contractor shall process soiled laundry and fold to size as indicated below. Sizes are set to fit existing shelving inside the clean linen rooms. If the linen is not folded to the correct size, the laundry will be returned to the Contractor for refolding.
- 2.1 The Agency will sort blanket spreads from sheets. The Contractor shall sort all other flatwork and process according to specific levels of soil and linen types.
  - 2.2 The Contractor may bulk, bundle or separate clean linen into carts at Contractor's facility in order to facilitate movement at Agency or may separate at Agency site.
  - 2.3 Sheets and pillowcases shall be laundered, dried, flat pressed, folded and bundled or separated in linen carts. Sheets shall be folded in a side-to-side manner to a size of 17" x 12".
  - 2.4 Bedspreads and blankets shall be laundered, dried, flat pressed, folded and bundled or separated in linen carts. Spreads shall be folded to a size of 19" x 10".
  - 2.5 Towels shall be laundered, rough dried, folded side to side; wash cloths shall be laundered, rough dried, stacked flat. Both shall be bundled or separated in linen carts.
  - 2.6 Contour sheets shall be laundered and dried according to manufacturer's instructions; then folded and stored in laundry bags.
  - 2.7 Isolation bags shall be laundered in accordance with OSHA Blood Borne Pathogen Standards and contents worked per category into normal bundles.
  - 2.8 Hospital gowns shall be laundered, dried, and flat pressed, folded and bundled or separated in linen carts.
  - 2.9 Mop heads (floor/scrub) shall be laundered, rough dried, separated by category and returned in bulk. Mop heads do not need to be treated.
  - 2.10 Kitchen towels and tablecloths shall be laundered, pressed, folded, and separated by category and delivered in bulk.
  - 2.11 Patient clothing that inadvertently gets mixed with linen should be returned separately.
  - 2.12 Damaged linen should be pulled from the processed linen.

- 2.13 Contractor shall treat stains in the least damaging method necessary to remove the stains. Agency will not accept items marked as rewash. Contractor shall process items until items can either be counted as:
- Clean;
  - Treated but remains stained; or
  - A rag.
- 2.14 Any biohazard material, defined as sharps, catheters, or IV tubing, found in the soiled linen shall be returned to Catawba Hospital for disposal. Contractor shall inform the Agency Representative as to the location in which the item was found.
3. **EMERGENCY SERVICES:** *The Contractor shall have a plan in place and shall provide a copy of the plan to the Agency to assure uninterrupted service despite any emergency that may arise during the course of the contract.* These emergencies may include, but are not limited to the following:
- Weather conditions, such as flood, tornado and snow. Normally, Catawba mountain does not pose a problem for any significant amount of time;
  - Disasters such as building collapse or fire;
  - Labor shortages, strikes, equipment malfunction, water shortage or power outages;
  - Epidemics, such as flu or food-borne illnesses, among patient groups.
4. **OWNERSHIP OF PROPERTY:** The Agency shall assume that all of the Contractor's property is returned to the Agency. The Agency shall not dispose of damaged or worn items of laundry, but shall separate these items and return them to the Contractor. The Agency will be reimbursed at no less than replacement costs for any supplies damaged, destroyed, or lost while under the control of the Agency. Linens damaged by processing machinery shall not be charged to the Agency.
5. **PHYSICAL PLANT:** The Contractor shall have a physical plant designed and equipped including ventilation/exhaust systems, to assure complete separation of soiled and clean linen at all times to prevent cross contamination. Traffic patterns shall be such that the soiled and clean linen never occupy the same area. Clean linen shall be packaged or adequately covered to provide protection from dust, dirt and soiling.
- Written documentation of technology and/or methodology, a copy of the exposure control plan, as well as a scaled layout of the physical plant shall be provided to the Agency with the bid document. The Contractor shall provide the Agency with a copy of their wash formula as part of the bid presentation. The Contractor shall provide adequate technical written description of how chemicals are loaded into machines and how temperature levels and PH's water and chemicals are held.*
6. **QUALITY CONTROL:** *The Contractor shall have a Quality Control Program in place to assure quality services to the Agency and shall provide the Agency a copy of this written program. Such quality controls shall meet the requirements on The Joint Commission, a copy of which is attached, Attachment G.* (Special reference is made to items IC.1 and IC.5, with provision for changes). *State agency personnel shall, without prior notice to the Contractor, be authorized to visit the Contractor's plant for purposes of quality assurance. Copies of sanitation and lab reports shall be forwarded to the Agency on a monthly basis.*
7. **PERFORMANCE IMPROVEMENT:** The Agency will determine whenever a need occurs for performance improvement in laundry/linen service as provided through the contract (i.e...pickup, delivery, etc.). In such instances, the Contractor shall provide requested representation and participate in system/process changes at no extra cost to the Agency.

8. **FINANCIAL STATEMENTS:** *Either one copy each of the bidder's most recent (within the past six (6) months) balance sheet and income statement must accompany the bid or a bank reference letter.* Bidders should furnish this information in a sealed envelope and mark the envelope "***proprietary***" if information is not to be accessible for bid review.
9. **CUSTOMER LIST:** *A current customer list containing contact names and telephone numbers shall be provided with bid package.* Bidders should furnish this information in a sealed envelope and mark the envelope "***proprietary***" if information is not to be accessible for bid review.
10. **OTHER REQUIREMENTS:**
- 10.1 The Contractor must be able to supply experienced workers to complete the daily work assignments. The Agency reserves the right to refuse to accept services from any personnel deemed by the Agency to be unqualified or unable to perform assigned work. Workers must wear proper attire that identifies the company and their name.
- 10.2 The Contractor must be able to ensure adherence to proper safety precautions and requirements needed to do the job.
- 10.3 The Contractor must submit a Certificate of Insurance, evidencing the required coverage, with the bid.
- 10.4 Equipment: The Contractor shall list in Attachment E all equipment currently available for use in delivering the laundry services outlined under Section III, Scope of Work.
- 10.5 **IN-SERVICE TRAINING:** All Contractor employees shall conform to Agency policies while in the Agency's facilities at no additional cost to the Agency. The Contractor and/or designated employees shall attend a Hospital Orientation course that includes, but not limited to: Patients Rights, HIPAA, Patient Abuse, Fire Safety and General Safety, Infection Control, Key Control, Security, and Identification Badges. Contractor employees shall be required to work on patient units under circumstances unique to that particular unit. Circumstances will be explained in the orientation session.
- Within 10 days of award, the successful bidder shall contact the Contract Manager, Greg Tyndall, 540-375-4222, to schedule orientation classes.
- 10.6 During construction, avenues of delivery and pickup may need to be altered.
- 10.7 **QUALITY OF WORKMANSHIP:** All work shall be quality work performed according to the standards of the industry, and to the complete satisfaction of Catawba Hospital. The Contractor shall promptly correct work rejected by the Agency as failing to conform to the requirements of the Scope of Work. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the Agency determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor, at no additional expense to the Agency and could result in termination of the contract for default.

**VI. BILLING BASIS:**

The Contractor shall bill the Agency for services rendered based on the dry weight of clean linen delivered to the Agency and distributed to the units. The Agency will make available to the Contractor the Agency's scales located adjacent to the loading dock in Room #103 of Building 17, Carroll Building for the purpose of establishing or verifying weights. It shall be the responsibility of the Contractor to modify the carts, if necessary, to allow for the existing scales to be utilized. The Agency's laundry manager will maintain laundry weight records.

**VII. PAYMENT:**

1. GE MasterCard: At the time of order placement, Catawba may authorize payment by GE MasterCard Corporate Purchasing Card. Due to the agreement vendors have with GE MasterCard, no additional fees for use will be permitted.
2. Payment will be made, Net 30, after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. Catawba shall make monthly payments to the Contractor following the month in which the service was rendered. The Catawba reserves the right to withhold any and all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modification thereof.
3. Invoices shall be submitted by the Contractor to the Catawba within 30 days of services rendered. The invoices shall provide the eVA purchase order number and contain information that was provided on the estimate to the Catawba Representative. The Catawba Representative may also request a copy of the daily work order to accompany the invoices sent to Catawba.

Catawba Hospital is exempt from federal excise and all state and local taxes. Such taxes shall not be included in the contract price. A tax exemption certificate will be furnished, on request, to the Contractor.

**VIII. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):**

In the course of carrying out contractual services, the Contractor and its employees will be in areas occupied by patients of Catawba Hospital where they could possibly be subject to patient-related information either directly or indirectly. Any information regarding any patient must be held in strict confidence. By signature on this Agreement and the Business Associate Agreement (Attachment H), the contractor agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, in the performance of this contract (agreement) will:

- Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;
- Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract;
- Report to the Catawba Hospital any use or disclosure of PHI not provided for by this Contract (Agreement);
- Mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of this contract.
- Impose the same requirements and restrictions on its subcontractors and agents;
- Provide access, at the request of the Catawba Hospital, and in the time and manner designated by the Catawba Hospital, to PHI in a Designated Record Set, to the Catawba Hospital or, as directed by the Catawba Hospital, to an individual in order to meet HIPAA requirements.
- Make available PHI for amendment and incorporate any amendments to PHI;
- Document and provide to Catawba Hospital information relating to disclosures of PHI as required for the Catawba Hospital to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the HIPAA Privacy Rule;
- Make its internal practices, books, and records relating to use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services Secretary for the purposes of determining compliance with the HIPAA Privacy Rule;

At termination of the contract, if feasible, return or destroy all PHI received from, created or received by the Contractor on behalf of the Contracting Agency (Catawba Hospital) that the business associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.



**IX. GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids), (bidders) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids), (bidders) certify that their (bids) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder), supplier, manufacturer or subcontractor in connection with their (bid), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:**

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

J. **PAYMENT:**

1. **To Prime Contractor:**
  - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder) to perform the services/furnish the goods and the (bidder) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's) physical facilities prior to award to satisfy questions regarding the (bidder's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder) fails to satisfy the Commonwealth that such (bidder) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

- 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids), all (bidders) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 per occurrence.
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall

offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
  - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

X. **SPECIAL TERMS AND CONDITIONS:**

- A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to Catawba Hospital will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S):** An award(s) will be made to the lowest responsive and responsible bidder(s) however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- D. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
- F. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either part, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. **CONFIDENTIALITY:** As a condition of being awarded a service contract with The Department of Veterans Services/Virginia Veterans Care Center, an Agency of the Commonwealth of Virginia, all Contractors must agree to hold in confidence any patient-related information received directly or indirectly, on site or elsewhere, in the course of carrying out contractual services, and to maintain this confidentiality following the termination of the contract.

Unauthorized disclosure of confidential patient information may result in termination of the contract and legal action against the Contractor and their employee(s).

- H. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Bidder	Due Date	Time
_____	_____	_____
Street or Box Number	IFB No./RFP No.	
_____	_____	_____
City, State, Zip Code	IFB/RFP Title	

Name of Contract/Purchase Officer or Buyer: Robyn Wright

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

I. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

J. **SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

1. It is the goal of the Commonwealth that 40% of its purchases is made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

K. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds, which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

L. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

M. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
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N. **RENEWAL OF CONTRACT:** this contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) one (1) successive year periods, under the terms of the current contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W Table 4 section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W Table 4 section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

O. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- P. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

The Contractor shall perform his work so as not to interfere with other activities and work being performed in the area. Any interruptions of any type of service shall be coordinated with the Catawba Hospital ahead of time. The Contractor shall keep his work and storage area clean and neat, and shall properly dispose of any debris created by his work.

- Q. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in several eVA purchase orders with a 1% eVA transaction fee capped as stated below:

- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in (i) and (ii) below will be just cause for the Commonwealth to reject your bid or terminate this contract for default.

## **XI. PRICING SCHEDULE**

The Bidder agrees to provide the linens, mops, etc. and services in compliance with the Scope of Work and Terms and Conditions at a fixed price for the entire period of the contract as follows:

- \$\_\_\_\_\_ Price per pound of vendor owned, clean dry linen delivered and distributed to all floors per Attachments C & D; to include removal of dirty linen.
- \$\_\_\_\_\_ Price per pound for wet mops, delivered to linen room, 1<sup>st</sup> Floor, Carroll Building.
- \$\_\_\_\_\_ Price per pound for dust mops, delivered to linen room, 1<sup>st</sup> Floor, Carroll Building.
- \$\_\_\_\_\_ Price per microfiber mops (to include handles/frames/pails), delivered to linen room, 1st Floor, Carroll Building.

**CATAWBA HOSPITAL  
CATAWBA, VIRGINIA**

**ATTACHMENT A**

**Facility Monthly Usage Summary**  
Total Pieces Used January 2007 – December 2007

Item	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Sheet, Flat Twin	1350	1250	1225	1210	1150	1180	1370	1475	1410	1927	1756	1270	16,573
Sheet, Flat Queen, Bone	0	0	0	0		0	0	0	0	0	0	35	35
Sheet, Fitted Twin	1030	780	795	835	950	1020	1095	1230	1003	1671	950	1025	12384
Sheet, Fitted Queen, Bone	0	0	0	0	0	0	0	0	0	0	0	28	28
Pillow Case	815	845	780	800	1050	1045	1020	1330	1109	1335	940	140	12309
Pillow Case Bone	0	0	0	0	0	0	0	0	0	0	0	49	49
Spread Blanket	1784	1570	1589	1503	1772	1734	1940	1921	1608	2124	1820	1847	21212
Bath Towel	6490	5130	5601	5125	5610	5865	6100	6790	5540	6700	6586	6370	71907
Wash Cloth	15450	12400	13700	11750	12650	12750	13900	14975	13650	15400	15400	15125	167150
NH Pad	1516	1090	1230	1120	1229	1247	1428	1500	1605	1830	1742	1770	17307
Gown, Tie, Patient	1861	1520	1772	1660	1575	1455	1735	2125	1900	2175	2165	2095	22038
Wet Mop, Sm	125	50	300	175	175	200	100	280	150	372	130	125	2182
Wet Mop, Lg	950	775	780	780	875	575	800	975	695	878	650	775	9508
Microfiber Mop, 18"	1862	1463	1729	1596	1729	1729	1729	1862	1463	1596	1729	1463	19950
Micromax Mop Bucket	0	0	0	0	0	0	0	0	0	0	0	0	0
Micromax Mop Handle	0	0	0	0	0	0	0	0	0	0	0	0	0
Micromax Mop Frame	0	0	0	0	0	0	0	0	0	0	0	0	0
Dust Mop, 18"	350	275	325	195	205	240	125	290	220	105	195	235	2760
Dust Mop, 36"	0	0	140	80	100	100	90	75	135	30	75	100	925
Laundry Bag, Cloth	1323	1158	1159	1011	1007	981	1150	1372	1498	1462	1249	1047	14417
Mat 3x5	0	0	0	0	0	0	0	0	0	0	0	0	0
Mat 4x6	0	0	18	0	0	0	0	0	0	0	0	0	18
Mat 3 x10	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Pieces	34906	28306	31143	27840	30077	30121	32582	36200	31986	37605	35387	34599	390752

**CATAWBA HOSPITAL  
CATAWBA, VIRGINIA**

**ATTACHMENT B**

**INVENTORY REQUIREMENTS**  
**ESTIMATED WEEKLY USAGE**

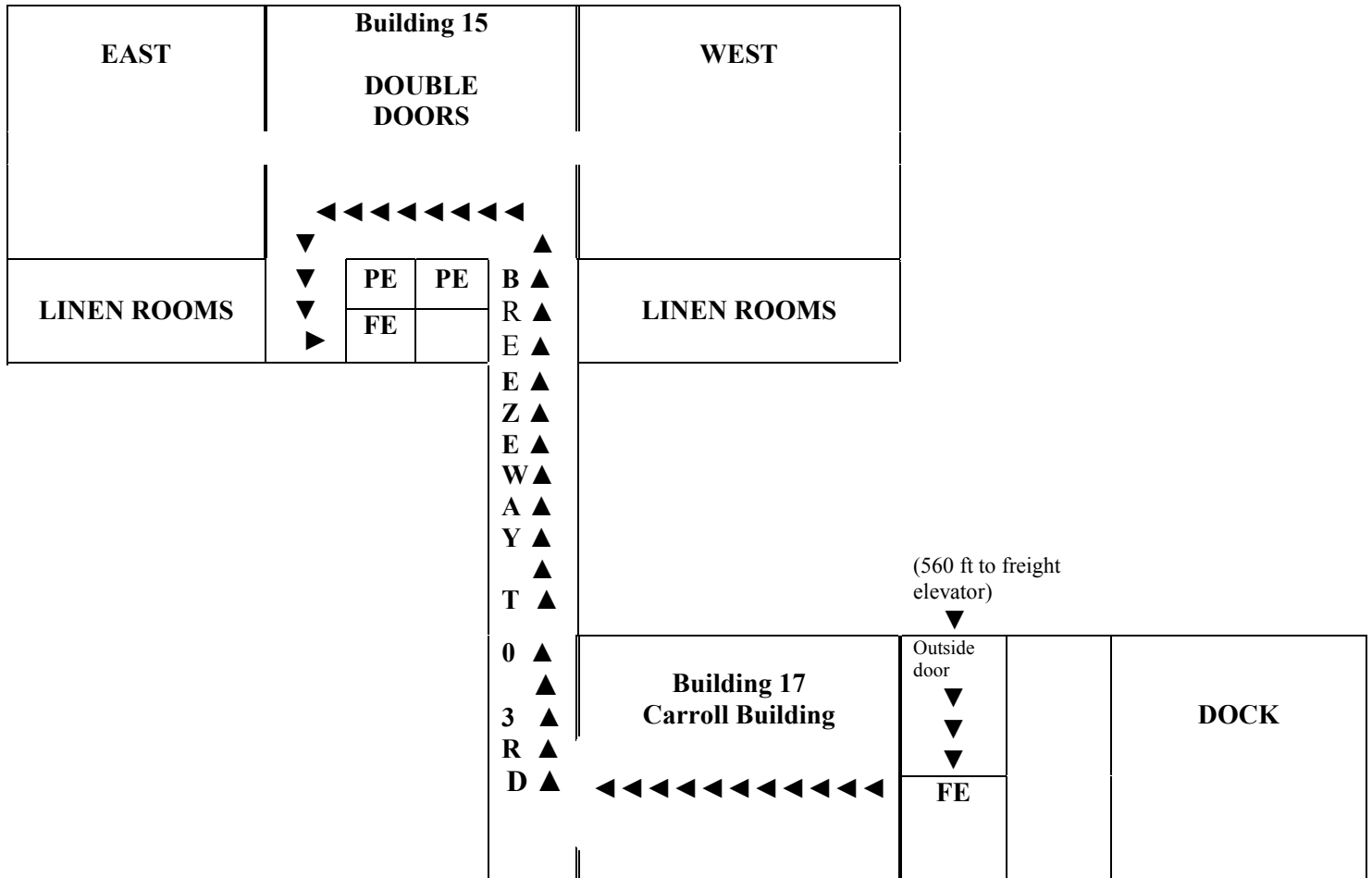
ITEM	WEEKLY USAGE
Sheet, Flat Twin	350
Sheet, Flat Queen, Bone	--
Sheet, Fitted Twin	350
Sheet, Fitted Queen, Bone	--
Pillow Case	350
Pillow Case Bone	--
Spread Blanket	445
Bath Towel	1,500
Wash Cloth	3,482
NH Pad	360
Gown, Tie, Patient	459
Wet Mop, Sm	45
Wet Mop, Lg	200
Microfiber Mop, 18"	416
Micromax Mop Bucket	--
Micromax Mop Handle	--
Micromax Mop Frame	--
Dust Mop, 18"	58
Dust Mop, 36"	20
Laundry Bag, Cloth	300
Mat 3x5	--
Mat 4x6	--
Mat 3 x10	--



**CATAWBA HOSPITAL  
CATAWBA, VIRGINIA**

**ATTACHMENT C**

**TYPICAL FLOOR PLAN**



East Side Room Numbers	
SOILED	CLEAN
241	243
441	443
541	543
641	643

West Side Room Numbers	
SOILED	CLEAN
215	213
415	413
515	513
615	613

**NOTE:** There are 2 clean and 2 soiled linen rooms on each floor of the hospital. Each set of linen rooms are 75 feet from each set of double doors in the center of each floor. There are 4 floors that have linen rooms. Each floor is accessible by a freight elevator from 3<sup>rd</sup> floor.

**CATAWBA HOSPITAL  
CATAWBA, VIRGINIA**

**ATTACHMENT D**

**DAILY PAR LEVELS**

<b>FLOORS</b>	<b>SHEETS</b>	<b>FITTED SHEETS</b>	<b>PILLOW CASE</b>	<b>BLANKET SPREAD</b>	<b>WASH CLOTH</b>	<b>BATH TOWEL</b>	<b>LINEN BAG</b>	<b>BED PAD</b>	<b>GOWN</b>
2W	40	40	30	25	200	120	20	--	30
2E	40	40	30	25	200	120	20	--	30
4W	60	40	30	35	200	120	30	--	25
4E	60	40	30	35	200	120	30	--	25
5W	60	40	30	40	300	120	30	25	60
5E	60	40	30	40	300	100	30	25	60
6W	80	40	20	35	600	120	30	35	80
6E	80	40	20	35	600	120	30	35	80
Emergency Overstock (3-day supply)	350	350	350	445	3,400	1,500	300	360	459

NOTE: Par level may require periodic adjustments.

<b>CURRENT SERVICE SCHEDULE</b>	
<b>WEEKDAY</b>	<b>UNITS</b>
Monday	Each unit
Wednesday	Each unit
Friday	Each unit

**CATAWBA HOSPITAL**  
**CATAWBA, VIRGINIA**

## ATTACHMENT E

## INVENTORY OF CONTRACTOR EQUIPMENT

**LAUNDRY EQUIPMENT:** Indicate below all laundry processing equipment currently in operation at your firm:

Description	Quantity	Capacity	Age of Equipment
WASHER			
DRYERS			
EXTRACTORS			
IND. SCALES			
PRESSERS/IRONERS			
FOLDING MACHINE			
FORM PRESSERS			
LIGHT TABLE			
OTHER			

**VEHICLES:** Indicate below all vehicles currently in operation that will be used in providing this service:

MAKE	MODEL	QUANTITY	YEAR	VEHICLE CAPACITY

**PERSONNEL:** Indicate below all personnel (by position only) that will be employed to provide this service:

[illegible]

**CATAWBA HOSPITAL  
CATAWBA, VIRGINIA**

**ATTACHMENT F**

**REFERENCE SHEET**

To Be Completed By Bidder

1. **QUALIFICATION OF BIDDER:** The Bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service: \_\_\_\_\_ years \_\_\_\_ months.
3. **REFERENCES:** Indicate below a list of least five (5) recent references for which you have provided laundry services. Include the date service was furnished and the name and address of the person the Agency has your permission to contact.

DATE	CLIENT NAME AND ADDRESS	CONTACT PERSON & PHONE NUMBER
(1)		
		( )

(2)		
		( )

(3)		
		( )

(4)		
		( )

(5)		
		( )

## ATTACHMENT G

### COMMONWEALTH OF VIRGINIA CATAWBA HOSPITAL CATAWBA, VIRGINIA

#### QUALITY CONTROL JCAHO INFECTION CONTROL STANDARDS

#### Surveillance, Prevention, and Control of Infection\*

##### Overview

Prevention of health care-associated infections (HAIs) represents one of the major safety initiatives a hospital can undertake, making the effective evaluation and possible redesign of existing infection prevention and control programs (hereafter referred to as the “IC program”) a priority. The Centers for Disease Control and Prevention (CDC, 2000)† estimates that each year, approximately 2 million patients admitted to acute care hospitals in the United States acquire infections that were not related to the condition for which they were hospitalized. These infections result in approximately 90,000 deaths and add between \$4.5 to \$5.7 billion per year to patient care costs (CDC, 1992).‡ While the precise causes of HAIs are difficult to identify, it has been estimated that approximately one third of HAIs could be prevented using current recommendations.§!!

Effective infection prevention and control requires an integrated, responsive process involving collaboration by many programs, services, and settings throughout the hospital to develop, implement and evaluate the IC programs. The design and scope of the IC program are based on the risk that the hospital faces related to the acquisition and transmission of infectious disease.

The goal of an effective IC program is to reduce the risk of acquisition and transmission of HAIs. Hospitals must do the following to achieve this goal:

1. The hospital incorporates its infection control program as a major component of its safety and performance improvement programs.
2. The hospital performs an ongoing assessment to identify its risks for the acquisition and transmission of infectious agents.
3. The hospital uses an epidemiological approach that consists of surveillance, data correction, and trend identification.
4. The hospital effectively implements infection prevention and control processes.
5. The hospital educates and collaborates with hospital-wide leaders to effectively participate in the design and implementation of the IC program.
6. The hospital integrates its efforts with health care and community leaders to the extent practicable, recognizing that infection prevention and control is a communitywide effort.
7. To remain a viable community resource, the hospital must plan for responding to infections that potentially overwhelm its resources.

A program with aims of such broad scope and depth requires the direct involvement of hospital leaders. Only with the ongoing attention and direction of hospital leadership can the appropriate scope of the IC program be determined and adequately resourced.

.....  
\*Revised standards, rationales, and elements of performance, effective January 1, 2005. However, beginning July 1, 2004, surveyors will explore a hospital's progress toward meeting this standard and its EPs and provide education on the findings as necessary. Findings will not be included in the survey report, nor will they influence the final accreditation decision.

†Monitoring hospital-acquired infectious to promote patient safety-----United States, 1990-1999. *MMWR Morb Mortal Wkly Rep* 49:149---153, Mar. 10, 2000.

‡Public Health Focus: surveillance, prevention and control of nosocomial infections. *MMWR Morb Mortal Wkly Rep* 41:783---787, Oct. 23, 1992.

§Harbarth S., Sax H., Gastmeier P.: The preventable proportion of nosocomial infections; an overview of published reports. *J Hosp Infect* 54:258---256, Aug 2003.

!! Haley R. W., e al.: The efficacy of infection surveillance and control programs in preventing nosocomial infections in U.S. hospitals. *Am J Epidenuol* 121:182-205, Feb. 1998

CAMH Update3, August 2004

The standards in this chapter, which focus on development and implementation of plans to prevent and control infections, are supported by standards in other chapters, such as “Management of the Environment of Care,” “Improving Organization Performance,” and “Leadership,” to produce a comprehensive approach to IC.

#### **Glossary Terms**

These key terms have specific Joint Commission definitions. Please access the Glossary found near the end of your manual for the Joint Commission definition and appropriate use.

endemic infection  
epidemic infection  
infection  
infection control program  
licensed independent practitioner

practice guidelines  
program  
qualified individual  
staff

*Surveillance, Prevention and Control of Infection*

**Standards**

The following is a list of all standards for this function. They are presented here for your convenience without footnotes or other explanatory text. If you have a question about a term use here, please check the Glossary.

**Note:** *A revised standard numbering system is being used with the reformatted standards. The revised numbering system will allow for more flexibility to add standards while maintaining the current number for each standard.*

**The IC Program and Its Components**

- IC.1.10** The risk of development of a health care—associated infection is minimized through a hospital-wide infection control program
- IC.2.10** The infection control program identifies risks for the acquisition and transmission of infectious agents on an ongoing basis.
- IC.3.10** Based on risks, the hospital establishes priorities and sets goals for preventing the development of health care—associated infections within the hospital.
- IC.4.10** Once the hospital has prioritized its goals, strategies must be implemented to achieve those goals.
- IC.5.10** The infection control program evaluates the effectiveness of the infection control interventions and, as necessary, redesigns the infection control interventions.
- IC.6.10** As part of emergency management activities, the hospital prepares to respond to an influx, or the risk of an influx, of infectious patients.

**Structure and Resource for the IC Program**

- IC.7.10** The infection control program is managed effectively.
- IC.8.10** Representatives from relevant components/functions within the hospital collaborate to implement the infection control program.
- IC.9.10** Hospital leaders allocate adequate resources for the infection control program.

### Understanding the Parts of This Chapter

To help you navigate this reformatted standards chapter, it may be helpful to think of its parts this way:

- The **standard** is the “goal.”
- The **rationale** explains why it’s important to achieve this goal.
- The **elements of performance** identify the step(s) needed to achieve this goal.

These parts are defined as follows:

**Standard** A statement that defines the performance expectations and/or structures or processes that must be in place in order for a hospital to provide safe, high-quality care, treatment, and services. A hospital is either “compliant” or “not compliant” with a standard as reflected by the check boxes in the margin by the standard:


- ☐ Complaint
- ☐ Not Complaint

Accreditation decisions are based on simple counts of the standards that are determined to be “not compliant.”

**Rationale** A statement that provides background, justification, or additional information about a standard. A standard’s rationale is not scored. In some instances, the rationale for a standard is self-evident. Therefore, not every standard has a written rationale.

**Elements of performance (EPs)** The specific performance expectations and/or structures or processes that must be in place in order for a hospital to provide safe, high-quality care, treatment, and services. The scoring of EP compliance determines a hospital’s overall compliance with a standard. EPs are evaluated on the following scale:

- 0 Insufficient compliance
- 1 Partial compliance
- 2 Satisfactory compliance
- NA Not applicable

You will find a **measure of success** icon --  -- next to some EPs. Measures of success (MOS) need to be developed for certain EPs when a standard is judged to be out of compliance through either the Periodic Performance Review (PPR) or the onsite survey. An MOS is defined as a quantifiable measure, usually related to an audit, that can be used to determine whether an action has been effective and is being sustained.\*

### Using the Self-Assessment Grid to Assess Your Compliance

Once you are familiar with the parts of this chapter, you can begin to assess your compliance with its requirements. A self-assessment grid (otherwise known as a scoring grid) has been provided in the margins for your convenience. If you would like to assess your hospital’s performance, mark your scores for the EPs and the standards on the scoring grid by following the simple steps described below. **Note:** *You are **not** required to complete this scoring grid. It is provided simply to help you assess your own performance.*

Two components are scored for each EP: (1) compliance with the requirement itself **and** (2) compliance with the track record<sup>†</sup> for that requirement. Scoring has been simplified from past editions of the manual, and track record achievements (which have always been part of the scoring) have been appropriately modified.

\*For more information about Measures of Success, see the “Shared Visions—New Pathways: The New JCAHO Accreditation Process” chapter in this manual.

<sup>†</sup>**Track record** The amount of time that an organization has been in compliance with a standard, element of performance or other requirements.



**Note:** Some standards and EPs do not apply to a particular type of organization; these standards and EPs are marked “not applicable” and the related text is not included. Your hospital is not expected to comply with standards and EPs marked “not applicable.”

In addition, some standards and EPs that do apply to organizations may not apply to the specific care, treatment, and services that your individual hospital provides. Although these standards and EPs are included in the manual, you are not expected to comply with them. If you are unsure about the standards or EPs that apply to your hospital, please contact the Joint Commission’s Standards Interpretation Group at 630/792-5900.

### Step 1: Score Your Compliance with Each Element of Performance

Before you can determine your compliance with the standards, you must score your compliance with each EP. First look at the EP scoring criterion category listed immediately preceding the scoring scale in the margin next to the EP. There are three scoring criterion categories: A, B, and C (described below). Please note that for each EP scoring criterion category, your hospital must meet the performance requirement itself and the track record achievements (see below).

#### Category A

These EPs relate to the presence or absence of the requirement(s) and are scored either yes (2) or no (0); however, score 1 for partial compliance is also possible based on track record achievements (see below).

If an A EP has multiple components designated by bullets, your hospital must be compliant with all the bullets to receive a score of 2. If your hospital does not meet one or more requirements in the bullets, you will receive a score of 0.

#### Category B

Category B EPs are scored in two steps:

1. As with category A EPs, category B EPs related to the presence or absence of the requirement(s). If your hospital *does not* meet the requirement(s), the EP is scored 0; there is no need to assess your compliance with the principles of good process design (see below).
2. If your hospital *does meet* the requirement(s), but there is concern about the quality or comprehensiveness of the effort, then and only then should you assess the qualitative aspect of the EP. That is, review the applicable principles of good process design and ask how the principles were applied in the situation under discussion. Good process design has the following characteristics:
  - Is consistent with your hospital’s mission, values, and goals
  - Meets the needs of patients
  - Reflects the use of currently accepted practices (doing the right thing, using resources responsibly, using practice guidelines)
  - Incorporates current safety information and knowledge such as sentinel event data and National Patient Safety Goals
  - Incorporates relevant performance improvement results

This two-part evaluation applies to both simple and bulleted B EPs. First, the EPs are assessed to determine if the requirements are present. If the EP has multiple components designated by bullets, as with the category A EPs, your hospital must meet the requirements in *all* the bulleted items to get a score of 2. If your hospital meets none of the requirements in the bullets, it receives a score of 0. If your hospital meets *at least one, but not all*, of the bulleted requirements, it will receive a score of 1 for the EPs.

Use the following rules to determine your EP score:

- Your EP score is 0 if your hospital does not meet the requirement(s); you *do not* need to assess your compliance with the preceding applicable principles of good process design
- Your EP score is 1 if your hospital does meet the requirement(s), but considered only *some* of the preceding applicable principles of good process design
- Your EP score is 2 if your hospital does meet the requirement(s) and considered *all* the preceding principles of good process design

#### Category C

C EPs are scored 0, 1, or 2 based on the number of times your hospital does not meet the EP. These EPs are frequency based and require totaling the number of occurrences (that is, results of performance or nonperformance) related to a particular EP. Each situation discovered by a surveyor(s) will be counted as a separate occurrence.

**Note:** Multiple events of the same type related to a single patient and single practitioner/staff member are counted as one occurrence only.

Use the following rules to determine your EP score:

- Your EP score is 2 if you find one or fewer occurrences of noncompliance with the EP
- Your EP score is 1 if you find two occurrences of noncompliance with the EP
- Your EP score is 0 if you find three or more occurrences of noncompliance with the EP

If an EP in the C category has multiple requirements designated by bullets, the following scoring guidelines apply:

- If there are fewer than 2 findings in all bullets, the EP is scored 2
- If there are three or more findings in all bullets, the EP is scored 0
- In all other combinations of findings, the EP is scored 1

### Track Record Achievements

In addition to meeting the requirement (s) in each EP, regardless of category, your hospital must also meet the following track record achievements:

	Score	Initial Survey	Full Survey
	2	4 months or more	12 months or more
	1	2 to 3 months	6 to 11 months
	0	Fewer than 2 months	Fewer than 6 months

### Sample Sizes

If during an onsite survey, your hospital has been found to be not compliant with one or more standards, you must demonstrate Evidence of Standards Compliance (ESC) for each standard that is not compliant. The ESC must address compliance at the EP level; when an EP within a noncompliant standard requires an MOS, your hospital must demonstrate achievement with the MOS when completing the ESC.

**Note:** *Not every EP requires an MOS. EPs that do not require an MOS are clearly marked in this chapter. Organizations are required to demonstrate achievement with an MOS only for EPs within a noncompliant standard that require an MOS. Organizations do not need to demonstrate achievement with an MOS for any EP within a compliant standard.*

When demonstrating achievement with the MOS during the ESC process, your hospital is **required** to use the following sample sizes, which were established because of their statistical significance, their relative simplicity in application, and their sensitivity to an organization's population size:

- For a population size of fewer than 30 cases, sample 100% of available cases
- For a population size of 30 to 100 cases, sample 30 cases
- For a population size of 101 to 500 cases, sample 50 cases
- For a population size greater than 500 cases, sample 70 cases

**Note:** *Hospitals are encouraged, but not required, to follow this sample size when demonstrating achievement with an MOS for an EP within a noncompliant standard after conducting a full, Option 1, or Option 2 Periodic Performance Review (PPR).*

When conducting PPR (optional use) or demonstrating an ESC (mandatory use), use the following percentages to determine your score: 90% through 100% of your sample size is in compliance = score 2; 80% through 89% of your sample size is in compliance = score 1; less than 80% of your sample size is in compliance = score 0.

In addition, the following information should govern your hospital's selection of samples:

- The appropriate sample size should be determined by the specific population related to the survey findings.
- The sampling approach should involve either systematic random sampling (for example, your hospital selects every second or third case for review) or simple random sampling (for example, your hospital uses a series of random numbers generated by a computer to identify the cases to be reviewed)
- If your hospital chooses not to use these sample sizes while conducting PPR options 1 or 2, you should make sure that our sample size is sufficiently large enough to ensure statistical significance
- When submitting a clarifying ESC, if your hospital selects records as part of its sample the records should be from a period of no more than three months before the last date of the survey
- Assessment of MOS compliance is conducted for a four-month period following the date of ESC approval. Your hospital should select records as part of your sample following the date of ESC approval and use the required sample size. MOS percentage compliance rates are derived from the average of all four months.

### Step 2: Use Your EP Scores to Gauge Your Compliance with the Standards

Now that you have evaluated and scored each EP for a particular standard, use these simple rules to determine your compliance with the standard itself:

- Your hospital is not in compliance (that is, "not compliant") with the standard if any EP is scored 0
- Otherwise, your hospital is in compliance with a standard if 65% or more of its EPs are scored 2

Scoring Grid  
0 Insufficient compliance  
1 Partial compliance  
2 Satisfactory compliance  
NA Not applicable

*Comprehensive Accreditation Manual for Hospitals: The Official Handbook*

## Standards, Rationales, Elements of Performance, and Scoring

### The IC Program and Its Components

#### Standard IC.1.10

- ☐ Complaint  
☐ Not Complaint

The risk of development of a health care—associated infection is minimized through a hospital-wide infection control program.

#### Rationale for IC.1.10

The risk for HAIs exists throughout the hospital. An effective IC program that can systematically identify risks and respond appropriately must involve all relevant programs and settings within the hospital.

#### Elements of Performance for IC.1.10

1. A hospital-wide IC program is implemented.
2. Individuals and/or positions with the authority to take steps to prevent or control the acquisition and transmission of infectious agents are identified.
3. All applicable organization al components and functions are integrated into the IC program.
4. Systems are in place to communicate with licensed independent practitioners, staff, students/trainees, volunteers, and as appropriate, visitors, patients, and families about infection prevention and control issues, including their responsibilities in preventing the spread of infection within the hospital.
5. The hospital has systems for reporting infection surveillance, prevention, and control information to the following:
  - The appropriate staff within the hospital
  - Federal, state, and local public health authorities in accordance with law and regulation
  - Accrediting bodies (see Sentinel Event Reporting, pages SE-8-SE-9, and National Patient Safety Goals, pages APR-8-APR-10)
  - The referring or receiving organization when a patient was transferred or referred and the presence of an HAI was not know at the time of transfer or referral
6. Systems for the investigation of outbreaks of infectious diseases are in place.
7. Applicable policies and procedures are in place throughout the hospital.
8. Not applicable.
9. The hospital has a written IC plan\* that includes the following:
  - A description of prioritized risks
  - A statement of the goals of the IC program
  - A description of the hospital's strategies to minimize, reduce, or eliminate the prioritized risks
  - A description of how the strategies will be evaluated

B 

0	1	2	NA
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B 

0	1	2	NA
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B 

0	1	2	NA
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B 

0	1	2	NA
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B 

0	1	2	NA
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B 

0	1	2	NA
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B 

0	1	2	NA
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B 

0	1	2	NA
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B 

0	1	2	NA
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**\*Written plan** A succinct, useful document, formulated beforehand, that identifies needs, lists strategies to meet those needs, and set goals and objectives. The format of the “plan” may include narratives, policies and procedures, protocols, practice guidelines, clinical paths, care maps, or a combination of these.

Scoring Grid  
0 Insufficient compliance  
1 Partial compliance  
2 Satisfactory compliance  
NA Not applicable

*Surveillance, Prevention and Control of Infection*

- ☐ Complaint  
☐ Not Complaint

### Standard IC.2.10

The infection control program identifies risks for the acquisition and transmission of infectious agents on an ongoing basis.

#### Rationale for IC.2.10

A hospital's risks of infection will vary based on the hospital's geographic location, the community environment, the types of programs/services provided, and the characteristics and behaviors of the population served. As these risks change over time---sometimes rapidly---risk assessment must be an ongoing process.

#### Elements of Performance for IC.2.10

1. The hospital identifies risks for the transmission and acquisition of infectious agents throughout the hospital based on the following factors:
  - The geographic location and community environment of the hospital, program/services provided, and the characteristics of the population served
  - The results of the analysis of the hospital's infection prevention and control data
  - The care, treatment, and services provided
2. The risk analysis is formally reviewed at least annually and whenever significant changes occur in any of the above factors.
3. Surveillance activities, including data collection and analysis, are used to identify infection prevention and control risks pertaining to the following:
  - Patients
  - Licensed independent practitioners, staff, volunteers, and student/trainees
  - Visitors and families, as warranted

B 

0	1	2	NA
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A 

0	1	2	NA
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B 

0	1	2	NA
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- ☐ Complaint  
☐ Not Complaint

### Standard IC.3.10

Based on risks, the hospital establishes priorities and set goals for preventing the development of health care—associated infections within the hospital.

#### Rationale for IC.3.10

The risks of HAIs within a hospital are many while resources are limited. An effective IC program requires a thoughtful prioritization of the most important risks to be addressed. Priorities and goals related to the identified risks guide the choice and design of strategies for infection prevention and control in a hospital. These priorities and goals provide a framework for evaluating the strategies.

#### Elements of Performance for IC.3.10

1. Priorities are established and goals related to preventing the acquisition and transmission of potentially infectious agents are developed based on the risks identified.

These goals include, but are not limited to, the following:

2. Limiting unprotected exposure to pathogens throughout the hospital
3. Enhancing hand hygiene
4. Not applicable.
5. Minimizing the risk of transmitting infections associated with the use of procedures, medical equipment, and medical devices.

B 

0	1	2	NA
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A 

0	1	2	NA
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A 

0	1	2	NA
---	---	---	----

A 

0	1	2	NA
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Scoring Grid  
0 Insufficient compliance  
1 Partial compliance  
2 Satisfactory compliance  
NA Not applicable

- ☐ Complaint  
☐ Not Complaint

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**Standard IC.4.10**

Once the hospital has prioritized its goals, strategies must be implemented to achieve those goals.

**Rationale for IC.4.10**

The hospital plans and implements interventions to address the IC issues that it finds important based on prioritized risks and associated surveillance data.

**Elements of Performance for IC.2.10**

1. Interventions are designed to incorporate relevant guidelines\* for infection prevention and control activities.

Interventions are implemented which include the following (EPs 2 and 3):

2. A hospital-wide hand hygiene program that complies with current Centers of Disease Control and Prevention (CDC) hand hygiene guidelines (National Patient Safety Goal 7, requirement 7.a)
3. Methods to reduce the risks associated with procedures, medical equipment, ‡ and medical devices, including the following:
  - Appropriate storage, cleaning, disinfections, sterilization, and/or disposal of supplies and equipment
  - Reuse of equipment designated by the manufacturer as disposable in a manner that is consistent with regulatory and professional standards
  - The appropriate use of personal protective equipment
4. Implementation of applicable precautions, as appropriate, is based on the following:
  - The potential for transmission
  - The mechanism of transmission
  - The care, treatment, and service setting
  - The emergence and reemergence of pathogens in the community that could affect the hospital

Interventions are implemented which include the following (EPs 5-7):

- Ⓜ 5. Screening for exposure and/or immunity to infectious diseases that licensed independent practitioners, staff, student/trainees, and volunteers may come in contact with in their work is available as warranted
- Ⓜ 6. Referral for assessment, potential testing, immunization and/or prophylaxis/treatment, and counseling as appropriate of licensed independent practitioners, staff, students/trainees, and volunteers who are identified as potentially having an infectious disease or risk of infectious disease that may put the population they serve at risk
- Ⓜ 7. Referral for assessment, potential testing, immunization and/or prophylaxis/treatment, and counseling as appropriate of patients, students/trainees, and volunteers who have been exposed to infectious disease(s) at the hospital and licensed independent practitioners or staff who are occupationally exposed.
8. Reduction of risks associated with animals brought into the hospital.

\*Examples of guidelines include those offered by the CDC, Healthcare Infection Control Practices Advisory Committee (HICPAC), and National Quality Forum (NQF).

‡ Effective immediately.

‡ **Medical equipment** Fixed and portable equipment used for the diagnosis, treatment, monitoring, and direct care of individuals.

B 

0	1	2	NA
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A† 

0	1	2	NA
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B 

0	1	2	NA
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B 

0	1	2	NA
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C 

0	1	2	NA
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C 

0	1	2	NA
---	---	---	----

C 

0	1	2	NA
---	---	---	----

B 

0	1	2	NA
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Scoring Grid  
0 Insufficient compliance  
1 Partial compliance  
2 Satisfactory compliance  
NA Not applicable

- ☐ Complaint  
☐ Not Complaint

A	0	1	2	NA
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B	0	1	2	NA
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B	0	1	2	NA
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B	0	1	2	NA
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B	0	1	2	NA
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B	0	1	2	NA
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B	0	1	2	NA
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*Surveillance, Prevention and Control of Infection*

**Standard IC.5.10**

The infection control evaluates the effectiveness of the infection control interventions and, as necessary, redesigns the infection control interventions.

**Rationale for IC.5.10**

The evaluation of the effectiveness of interventions helps to identify which activities of the IC program are effective and which activities need to be changed to improve outcomes.

**Elements of Performance for IC.5.10**

1. The hospital formally evaluates and revises the goals and program (or portions of the program) at least annually and whenever risks significantly change.
2. The evaluation addresses changes in the scope of the IC program (for example, resulting from the introduction of new services or new sites of care).
3. The evaluation addresses changes in the results of the IC program risk analysis.
4. The evaluation addresses emerging and reemerging problems in the health care community that potentially affect the hospital (for example, highly infectious agents).
5. The evaluation addresses the assessment of the success or failure of interventions for preventing and controlling infection.
6. The evaluation addresses responses to concerns raised by leadership and others within the hospital.
7. The evaluation addresses the evolution of relevant infection prevention and control guidelines that are based on evidence or, in the absence of evidence, expert consensus.

**Standard IC.6.10**

As part of emergency of emergency management activities, the hospital prepares to respond to an influx, or the risk of an influx, of infectious patients.

**Rationale for IC.6.10**

The health care organization is an important resource for the continued functioning of a community. A hospital's ability to deliver care, treatment, and services is threatened when it is ill-prepared to respond to an epidemic or infections likely to require expanded or extended care capabilities over a prolonged period. Therefore, it is important for a hospital to plan how to prevent the introduction of the infection into the hospital, how to quickly recognize that this type of infection has been introduced, and/or how to contain the spread of the infection if it is introduced.

This planned response may include a broad range of options including the temporary halting of services and/or admissions, delaying transfer or discharge, limiting visitors within a hospital, or fully activating the hospital's emergency management plan. The actual response depends upon issues such as the extent to which the community is affected by the spread of the infection, the types of services offered, and the hospital's capabilities.

The concepts included in these standards are supported by standards found elsewhere in the manual, including standard EC.4.10.

Scoring Grid  
0 Insufficient compliance  
1 Partial compliance  
2 Satisfactory compliance  
NA Not applicable

B 

0	1	2	NA
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B 

0	1	2	NA
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B 

0	1	2	NA
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☐ Complaint  
☐ Not Complaint

A 

0	1	2	NA
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B 

0	1	2	NA
---	---	---	----

B 

0	1	2	NA
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B 

0	1	2	NA
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☐ Complaint  
☐ Not Complaint

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**Elements of Performance for IC.6.10**

1. The hospital plans its response to an influx or risk of an influx of infectious patients.
2. The hospital has a plan for managing an ongoing influx of potentially infectious patients over an extended period.
3. The hospital does the following:
  - Determines how it will keep abreast of current information about the emergence of epidemics or new infections which may result in the hospital activating its response
  - Determines how it will disseminate critical information to staff and other key practitioners
  - Identifies resources in the community (through local, state, and/or federal public health systems) of obtaining additional information

**Structure and Resources for the IC Program**

**Standard IC.7.10**

The infection control program is managed effectively.

**Rationale for IC.7.10**

The IC program requires management by an individual (or individuals) with knowledge that is appropriate to the risks identified by the hospital, as well as knowledge of the analysis of infection risks, principles of infection prevention and control, and data analysis. This individual may be employed by the hospital or the hospital may contract with this individual. The number of individuals and their qualifications are based on the hospital's size, complexity, and needs.

**Elements of Performance for IC.7.10**

1. The hospital assigns responsibility for managing IC program activities to one or more individuals whose number, competency, and skill mix are determined by the goals and objectives of the IC activities.
2. Qualifications of the individual(s) responsible for managing the IC program are determined by the risks entailed in the care, treatment, and services provided, the hospital's patient population(s), and the complexity of the activities that will be carried out.  
  
**Note:** *Qualifications may be met through ongoing education, training, experience, and/or certification (such as that offered by the Certification Board for Infection Control [CBIC]) in the prevention and control of infections.*
3. This individual(s) coordinates all infection prevention and control activities within the hospital.
4. This individual(s) facilitates ongoing monitoring of the effectiveness of prevention and/or control activities and interventions.

**Standard IC.8.10**

Representatives from relevant components/functions within the hospital collaborate to implement the infection control program.

**Rationale for IC.8.10**

The successful creation of a hospital-wide IC program requires collaboration with all relevant components/functions. This collaboration is vital to successful data gathering and interpretation, design of interventions, and effective implementation of interventions. Individuals within the hospital who have the power to implement plans and make decisions about interventions related to infection prevention and control participate in the IC program. While a formal committee consisting of leadership and other components is not required as evidence of this collaboration, the hospital may want to consider this option.

Scoring Grid  
0 Insufficient compliance  
1 Partial compliance  
2 Satisfactory compliance  
NA Not applicable

*Surveillance, Prevention and Control of Infection*

B 

0	1	2	NA
---	---	---	----

B 

0	1	2	NA
---	---	---	----

☐ Complaint  
☐ Not Complaint

#### Elements of Performance for IC.8.10

1. Hospital leaders with licensed independent practitioners, medical staff, and other direct and indirect patient care staff (including, when applicable, administration, building maintenance/engineering, food services, housekeeping, laboratory, pharmacy, and sterilization services, collaborate on an ongoing basis with the qualified individual(s) managing the IC program.
3. These representatives participate in the following:
  - Development of strategies for each component's/function's role in the IC program
  - Assessment of the adequacy of the human, information, physical, and financial resources allocated to support infection prevention and control activities
  - Assessment of the overall failure or success of key processes for preventing and controlling infection
  - The review and revision of the IC program as warranted to improve outcomes

#### Standard IC.9.10

Hospital leaders allocate adequate resources for the infection control program.

#### Rationale for IC.3.10

Adequate resources are needed to effectively plan and successfully implement a program of this scope.

#### Elements of Performance for IC.3.10

A 

0	1	2	NA
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B 

0	1	2	NA
---	---	---	----

B 

0	1	2	NA
---	---	---	----

B 

0	1	2	NA
---	---	---	----

1. The effectiveness of the hospital's infection prevention and control activities is reviewed on an ongoing basis, and findings are reported to the integrated patient safety program at least annually.
2. Adequate systems to access information are provided to support infection prevention and control activities.
3. Adequate laboratory support is provided to support infection prevention and control activities.
4. Adequate equipment and supplies are provided to support infection prevention and control activities.



**ATTACHMENT H**

**COMMONWEALTH OF VIRGINIA  
CATAWBA HOSPITAL  
CATAWBA, VIRGINIA**

**Standards for Privacy of Individually Identifiable Health Information**

**BUSINESS ASSOCIATE CONTRACT**

The U.S. Department of Health and Human Services ("HHS") has issued regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created or maintained by certain entities. As a valued BUSINESS ASSOCIATE, we will make available and/or transfer certain information, in conjunction with goods or services that are being provided by the BUSINESS ASSOCIATE to the COVERED ENTITY, which is confidential and must be afforded special treatment and protection.

***THIS CONTRACT:***

This Business Associate Contract ("Contract") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Catawba Hospital, an Agency of the Commonwealth of Virginia (herein referred to as "Covered Entity") and \_\_\_\_\_ (herein referred to as "Business Associate").

***WITNESSETH:***

WHEREAS, THE COVERED ENTITY will make available and/or transfer to the BUSINESS ASSOCIATE certain information, in conjunction with goods or services that are being provided by the BUSINESS ASSOCIATE to the COVERED ENTITY, that is confidential and must be afforded special treatment and protection. WHEREAS, THE BUSINESS ASSOCIATE will have access to and/or receive from the COVERED ENTITY certain information that can be used or disclosed only in accordance with this CONTRACT and the HHS Privacy Regulations.

WHEREAS, THE COVERED ENTITY and THE BUSINESS ASSOCIATE agree to limits on use and disclosure established by the Terms and Conditions of this Contract. The BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the information provided or made available by the COVERED ENTITY for any purpose than as expressly permitted or required by the Contract.

The Terms and Conditions of this Contract shall be effective as of \_\_\_\_\_, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions.

**I. DEFINITIONS:**

As used in this Contract, the terms below will have the following meanings:

- (a) *Business Associate* shall mean (name of business).
- (b) *Business Associate Contract* (BAC) means a written contract between a covered entity and its Business Associate. The contractual provisions provide that the Business Associate shall:
  - ❖ only use or disclose protected health information (PHI) as permitted under the contract and not in a manner that would violate the Privacy Standards if such actions were taken by the covered entity;
  - ❖ use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the contract;
  - ❖ report any known misuse of PHI to the covered entity;
  - ❖ impose the same requirements on its subcontractors and agents;
  - ❖ make PHI and an accounting of disclosures available to individuals as required by the HIPAA Privacy Standards;

- ❖ make its internal practices, books and records relating to use and disclosure of PHI available to the Department of Health and Human Services Secretary; and
  - ❖ at termination of the contract; if feasible, return or destroy all PHI received from, or created or received by the Business Associate on behalf of the covered entity that the Business Associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- (c) *Covered Entity* shall mean Catawba Hospital, an agency of the Commonwealth of Virginia.
- (d) *Disclosure* shall mean the release, transfer, provision or access to, or divulging in any other manner of information outside the entity holding the information.
- (e) *HIPAA* is the acronym for the Health Insurance Portability and Accountability Act of 1996, which is a federal law that allows persons to qualify immediately for comparable health insurance coverage when they change their employment relationships. Title II, Subtitle F, of HIPAA gives the federal Department of Health and Human Services the authority to mandate and specify the use of standards for the electronic exchange of health care data; to specify what medical and administrative code sets should be used within those standards; to require the use of national identification systems for health care patients, providers, payers (or plans), and employers (or sponsors); and to specify the types of measures required to protect the security and privacy of personally identifiable health care information. Also known as the Kennedy-Kasselbaum Bill, the Kasselbaum-Kennedy bill, K2, or Public Law 104-191.
- (f) *Individual* means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (g) *Individually Identifiable Health Information (IIHA)*: IIHA shall mean information that is a subset of health information, which can include demographic information collected from an individual; and
- ❖ is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
  - ❖ relates to the past, present, or future physical or mental health care to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and
    - identifies the individual, or
    - with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (h) *Interpretation*: Any ambiguity in this Contract shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.
- (i) *Memorandum of Understanding (MOU)* means an arrangement between a covered entity and its Business Associate that can be used in lieu of a BAC if it contains provisions that are sufficient to accomplish the same objectives as a BAC for safeguarding the use and disclosure of PHI. A MOU is typically used by two government agencies with a working relationship that is required by law, when it is not feasible for such agencies to carry out all of the contractual requirements of a BAC.
- (j) *Protected Health Information (PHI)* means individually identifiable health information:
- ❖ transmitted by electronic media;
  - ❖ maintained in any medium described in the definition of electronic media at 45 CFR 162.103;
  - ❖ transmitted or maintained in any other form or medium.

PHI excludes individually identifiable health information in:

- ❖ education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. 1232g; and

- ❖ records described at 20 U.S.C. 132g(a)(4)(B)(iv). *Psychotherapy notes* means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group joint, or family counseling session and that are separated from the rest of the individuals medical record.
- (k) *Privacy Officer* means the covered entity's designated official who is responsible for the development and implementation of its HIPAA privacy policies and procedures.
- (l) *Psychotherapy notes* excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.
- (m) *Regulatory References*: A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (n) *Required by law* means a mandate contained in law that compels a covered entity to make a use or disclosure of protected health information and that is enforceable in a court of law.
- (o) *Required by law* includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- (p) *Secretary* shall mean the Secretary of the Department of Health and Human Services or his designee.
- (q) *Survival*: The respective rights and obligations of Business Associate under Section 8, "Effect of Termination" of this Contract shall survive the termination of the Contract.
- (r) *Treatment* means the provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for health care from one health care provider to another.
- (s) *Use* means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis or such information within an entity that maintains such information.
- (t) *Catch-all definition*: Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

## II. GENERAL CONDITIONS:

### 1. PROVISIONS FOR BUSINESS ASSOCIATE CONTRACTS:

- 1.1 HIPAA privacy regulations allow Catawba Hospital to share PHI with Business Associates who are engaged to assist in carrying out various health care activities when Catawba Hospital has entered into a Business Associate contract with the individual Business Associate. Such contracts assure that the Business Associate will (i) use the PHI only for the purpose for which it was engaged; (ii) safeguard the information from misuse; and (iii) help Catawba Hospital to comply with its duty to provide patients or residents with access to health information about them and a history of certain disclosures.

## **2. THE PARTIES:**

- 2.1 Hereby agree that Business Associate shall be permitted to use and/or disclose information provided or made available from the covered entity while protecting the confidentiality and integrity of PHI required law, professional ethics, and accreditation requirements, for the following stated purposes:
- (a) Business Associate is permitted to use information if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate.
  - (b) Business Associate is permitted to disclose information received from Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided the disclosure is required by law; or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.
  - (c) Business Associate is also permitted to use or disclose information to provide data aggregation services, as that term is defined by 45 C.F.R 164.501, relating to the healthcare operations of the covered entity.
  - (d) Business Associate will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by the contract.

## **3. USE AND DISCLOSURE OF PHI:**

- 3.1 Business Associate shall not use PHI otherwise than as expressly permitted by this Contract, or as required by law. However, Business Associate may use PHI for purposes of managing its internal business processes relating to its functions under this Contract.
- 3.2 Business Associate shall implement and maintain appropriate safeguards to prevent the use and disclosure of PHI, other than as provided in this Contract. Upon reasonable request, Business Associate shall give Covered Entity access for inspection and copying to Business Associate's facilities used for the maintenance and processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining Business Associate's compliance with this Contract.
- 3.3 Business Associate shall maintain an ongoing log of the details relating to any disclosures of PHI it makes (including, but not limited to, the date made, the name of the person or organization receiving the PHI, the recipient's address, if known, a description of the PHI disclosed, and the reason for the disclosure). Business Associate shall, within thirty- (30) days of Covered Entity's request, make such log available to Covered Entity, as needed for Covered Entity to provide a proper accounting of disclosures to its patients.
- 3.4 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI received from Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity agree in writing to the same restrictions, terms, and conditions relating to PHI that apply to the Business Associate in this Contract. Covered Entity shall have the option to review and approve all such written agreements between Business Associate and its agents and subcontractors prior to their effectiveness.

- 3.5 Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of DHHS or its designee, in a time and manner designated by the Covered Entity or the Secretary, for purposes of determining Covered Entity's compliance with HIPAA and with the Privacy Regulations issued pursuant thereto. Business Associate shall provide Covered Entity with copies of any information it has made available to DHHS under this section of this Contract.
- 3.6 Business Associate shall provide to Covered Entity or an Individual within thirty- (30) days of request by Covered Entity, information collected in accordance with Section 3.3 of this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- 3.7 Business Associate shall report to Covered Entity within thirty- (30) days of discovery, any use or disclosure of PHI made in violation of this Contract or any law. Business Associate shall implement and maintain sanctions for any employee, subcontractor, or agent who violates the requirements in this Contract or the HIPAA privacy regulations. Business Associate shall, as requested by Covered Entity, take steps to mitigate any harmful effect of any such violation of this Contract.
- 3.8 Business Associate shall make PHI available for amendment and correction and shall incorporate any amendments or corrections to PHI within thirty- (30) days of notification by Covered Entity.

**4. DISCLOSURE OF PHI REQUIRED IN CONTRACTS FOR GOODS & SERVICES:**

- 4.1 When Covered Entity contract for goods or services, and disclosure of PHI is a result but not the primary function of such contractual *relationship*, the individual or Entity contracting with the Covered Entity must comply with requirements for Business Associates consistent with HIPAA regulations.
- 4.2 Each Covered Entity contract office shall ensure that all contracts executed by the Covered Entity for goods and services, which also require the Covered Entity to disclose PHI, include provisions to safeguard PHI consistent with HIPAA requirements for Business Associates.
- ❖ Covered Entity contract offices shall administer such contracts in accordance with its standard office procedures.
  - ❖ Each Covered Entity contract officer shall consult with the Covered Entity's privacy official to resolve any issues regarding the compliance of such contracts with HIPAA provisions.

**4.3 *Obligations of Covered Entity:***

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522.
- (d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

## **5. EXCEPTIONS TO BAC REQUIREMENT:**

### **5.1 BACs are not required when:**

- ❖ The Covered Entity discloses PHI to a health care provider for treatment purposes.
- ❖ The financial institution acting on behalf of the Covered Entity receives, uses or discloses PHI to process financial transactions by debit, credit or other payment card; clears checks; initiates or processes electronic fund transfers; or conducts any other activity that directly facilitates or effects the transfer of funds for compensation of health care, when such transaction is conducted by patients or residents of Covered Entities facilities.
- ❖ Other laws or regulations govern a Business Associate, and contain requirements sufficient to accomplish the purpose of the BAC.

### **5.2 When a Business Associate is required by law to perform certain functions or activities included in the definition of “Business Associate” on behalf of the Covered Entity, PHI may be disclosed to that entity to the extent necessary to comply with such legal mandate without entering into a BAC. In such instances:**

- ❖ A MOU should be obtained; or
- ❖ The responsible staff should document the inability and reasons that a MOU has not been obtained.

### **5.3 When it is not possible to terminate the MOU, or impractical to include a termination clause within an MOU, the Covered Entity or a facility shall report known violations to the chief privacy officer for reporting to the Secretary of Health and Human Services.**

## **6. BUSINESS ASSOCIATE CONTRACT BREACH:** A BAC breach occurs whenever a Business Associate violates a material term or condition of the BAC.

### **6.1 When the Covered Entity becomes aware of a breach, it shall:**

- ❖ Take reasonable steps to cure the breach, **or**
- ❖ Terminate the contract, **or**
- ❖ Report the breach to the chief privacy officer for reporting to the Secretary of Health and Human Services, if termination would be unreasonably burdensome (i.e. no viable alternatives are available).

“Reasonable steps” will vary with the circumstances and the nature of the business relationship and shall be taken in consultation with the chief privacy officer in the Covered Entity.

“Unreasonably burdensome” does not mean it is merely more convenient or less costly to do business with the Business Associate in breach of the contract than with other potential Business Associates.

Any whistle blowing disclosure by the Business Associate does not impose a duty on the Covered Entity to correct, cure, or terminate the relationship.

## **III. TERMINATION FOR CAUSE:**

- (a) Covered Entity may immediately terminate this Contract if Covered Entity determines that Business Associate has violated a material term of this Contract. This Contract shall remain in effect unless terminated for cause by Covered Entity with immediate effect, or until terminated by either party with not less than thirty- (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations

or rights of the parties arising under any Documents or otherwise under this Contract before the effective date of termination. Within thirty- (30) days of expiration or earlier termination of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. Business Associate shall provide a written certification that all such PHI has been returned or destroyed, whichever is deemed appropriate. If such return or destruction is infeasible, Business Associate shall use such PHI only for purposes that make such return or destruction infeasible and the provisions of this Contract shall survive with respect to such PHI.

- (b) Covered Entity may choose to provide an opportunity for Business Associate to cure the violation with written notice of the existence of the violation and provide Business Associate with thirty- (30) days to cure said violation upon mutually agreeable terms. Failure by Business Associate to cure said violation within the terms as mutually agreed shall be grounds for immediate termination and the provisions provided in paragraph (a) of this section shall apply.

**IV. AMENDMENT:**

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to the Business Associate, amend this Contract in such manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty- (30) days thereafter, either of them may terminate this Contract by written notice to the other.

**V. NOTICES:**

Whenever under the Contract one party is required to give notice to the other, such notice shall be deemed given if mailed by first class United States mail, postage prepaid, to the following:

Business Associate:	
Attn:	
Covered Entity:	Catawba Hospital
Attn:	Robyn J. Wright, CPPB, VCO
	Director of Purchasing & Contracting
	P. O. Box 200
	Catawba, Virginia 24070

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above.

**VI. DISPUTES:**

If any controversy, dispute or claim arises between the Parties with respect to this Contract, the Parties shall make good faith efforts to resolve such matters informally.

**VII. FEES:**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Contract, each party shall bear their own legal expenses and the other cost incurred in that action or proceeding.

**VIII. ENTIRE AGREEMENT:**

The Contract consists of this document, and constitutes the entire agreement between the Parties. There are no understandings or agreements relating to this Contract which are not fully expressed in this Contract and no change, waiver or discharge of obligations arising under this Contract shall be valid unless in writing and executed by the Party against whom such change, waiver, or discharge is sought to be enforced.

**IN WITNESS WHEREOF:**

BUSINESS ASSOCIATE and COVERED ENTITY have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date set forth above.

BUSINESS ASSOCIATE

COVERED ENTITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Don Obenshain

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Compliance Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**CATAWBA HOSPITAL  
CATAWBA, VIRGINIA**

**ATTACHMENT I**

**REQUESTED SUBMITTAL CHECKLIST**

The purpose of this checklist is to ensure all Bidders submit the following required documentation with the IFB.

<b>REQUIRED DOCUMENTATION</b>		<b>ENCLOSED</b>	
1.	Emergency Services Plan	Yes	No
2.	Written documentation of technology and/or methodology to assure complete separation of soiled and clean linen. Clean linen protection from dust, dirt, and soiling.	Yes	No
3.	Exposure control plan.	Yes	No
4.	Scaled lay-out of the Physical Plant.	Yes	No
5.	Wash formula.	Yes	No
6.	Technical written-description of how chemicals are loaded into machines and how temperature levels and PH's water and chemicals are held	Yes	No
7.	Quality Control Program	Yes	No
8.	Financial statement or Bank Reference Letter	Yes	No
9.	Customer list	Yes	No
10.	Insurance Certificate	Yes	No
11.	Equipment List	Yes	No
12.	Reference Data Sheet	Yes	No